

RECEIVED
15 JUN -1 PM 2: 52
SUPERFUND DIV.
DIRECTOR'S OFC.

113 Heymann Blvd, Bldg 6
Post Office Box 51694
Lafayette, Louisiana 70505
337.232.9248
www.mopbarges.com

5/27/15

Mr. Kenneth Talton, Enforcement Officer
Superfund Enforcement Assessment Section (6SF-TE)
U.S. EPA, Region6
1445 Ross Avenue, Suite 1200
Dallas, TX 75202-2733

Ref: SBA Superfund Site, Jennings, La
Response to information request.

Dear Mr. Talton,

We are more than happy to provide to you, copies of documents we are sure you already have.

The first set of copies, do not directly address your questions in the most recent letter of inquiry but will be very redundant in nature. We apologize for that but to be honest, it is what it is and we are simply repeating what we knew at the time of the major clean up around 1996.

The first set of copies will be identified as 1996 SBA/EPA.

General Information Concerning Respondent

1. Steven H Ortte
President
Marine Operators Inc.
PO 51694
Lafayette, LA 70505

Physical address:
1030 East St. Mary Blvd
Bldg. #3, Suite 14
Lafayette, LA 70503

2. Steven H Ortte
President
Marine Operators Inc.
PO 51694
Lafayette, LA 70505
337-232-9248

3. Steven H Ortte
President
Marine Operators Inc.
PO 51694
Lafayette, LA 70505
337-232-9248
4. Marine Operators is a barge rental company. Marine Operators has rented empty barges to various customers for over 60 years. Marine Operators has never transported, purchased, hauled, disposed of or gave any direction to do so, of any hazardous or regulated commodity, to anyone, in any form, in over 60 years.
Simply said, we are strictly a barge bareboat charter operator.

REQUEST FOR DOCUMENTS

1. We had one deck barge, the MOP 142 repaired at SBA shipyard. The repairs were ordinary wear and tear repairs. The bilge knuckles on the MOP 142 were replaced. The MOP 142 was a dry cargo deck barge at the time of these repairs. (Reference August 21, 1996 letter to Mr. William Hodgkins)

We had numerous bid request with SBA shipyard over the years but due to transportation cost to and from the yard, we could not justify doing the repairs there.

One of our customers, Chesson Oil, a Shell Oil Bulk Distributor from Lake Charles area had rented a tank barge from us for a period of about one year. (Barge bareboat charter agreement Chesson Oil and Marine Operators.) We purchased a used tank barge specifically for this job. It was the first and only tank barge Marine Operators Inc (MOP) ever owned. The name of the barge was the MOP 190. We purchased the barge, refurbished it and rented it to Chesson. When the charter was over we sold the barge to MOBIL OIL.

When a charterer such as Chesson, returns a barge, by law, they must return it to the owner in the same good seaworthy condition as received, normal wear and tear accepted.

Chesson Oil chose to bring the MOP 190 to SBA shipyard to have it cleaned and dry-docked for the Off-Charter survey, to return the barge to us. (Bachrach and Woods Surveys ON/OFF) Chesson Oil paid for the dry-dock, the cleaning, as well as a few repairs to the MOP 190 at SBA shipyard. (Letter 5/21/1996 Mr. William Hodgkins)

Marine Operators never had any involvement, ownership etc. in any cargo ever hauled in the barge. The barge had one job and when it terminated, we sold the barge. **That is as close as you will get to MOP having any involvement with the disposal of any petroleum product at SBA shipyard.**

Please reference letters: May 21, 1996 Mr. William E. Hodgkins
March 12, 1996, Mr. Gerald Walter Jr.

2. We never had any such documents. Our customer would have these documents. Chesson Oil, Lake Charles, LA (Bankrupt)
3. We never deal with hazardous waste.
4. We were released due to the information we presented and information we are positive you already have.
5. None
6. Only have one employee. In 60 years only had 2. We have nothing to offer at all with regard to this question.
7. No
8. None
9. Obtained one permit, one time, to properly dispose of 5 gallons of old epoxy paint. No longer have the permit and have no need to have one.
10. No
11. Not applicable
12. Not applicable
13. Not applicable
14. We received a letter on February 9, 2015, from the EPA regarding this Petroleum Release.
We spoke to Mark Hayes, the on-scene inspector and gave him all of the information we had. (MOP letter 2/9/15)
He emailed us pictures of the subject barge and we will tell you **WITH 100% CERTAINITY THAT THE SUBJECT BARGE, BURIED IN THE GROUND, BELONGED TO LOUS SMAHALL**. This was the location of his hot water boiler. This is the area where he took diesel fuel, crude etc. and used it to fire his boiler. We will also tell you that based on what we saw in the pictures, from Mark Hayes, the oil on the ground was very fresh and we strongly suspect that someone has broken into this yard and dumped crude oil or whatever in this old sunken barge. This site was cleaned up years ago. You have record of that. There is no way you would have standing puddles of oil, on the ground, since 1996. Common sense will tell anyone that is a fact.

I am willing to give you what I have for the second time in 20 years. So now you have it twice. Hopefully this is the end of this hunt. I am sorry but given the financial hardship bearing down on my company and hundreds of other companies, I SIMPLY DO NOT HAVE ANY FREE TIME TO WASTE AND I DON'T MIND TELLING THE FEDERAL GOVERNMENT WHEN THEY ARE WASTING MY TIME AND THEIRS. I could never be more certain about something than what I am telling you. Louis Smailhall purchased that barge placed it where you see it today.

Sincerely,
Steven H Ortte
President
Marine Operators Inc.



MARINE OPERATORS, INC

Barge Rentals and Marine Transportation since 1953

1030 St. Mary Blvd., Bldg 3, Ste 14 | Lafayette, Louisiana 70503
Post Office Box 51694 | Lafayette, Louisiana 70505
337.232.9248 | www.mopbarges.com

United States Environmental Protection Agency
Region 6
1445 Ross Avenue, Suite 1200
Dallas, Texas 75202-2733

Ref: **LETTER 2/9/15 SBA LEAKING BARGE**

Dear Mr. Hayes,

We are writing to follow up on your certified letter that we received today.

We are happy to say that Marine Operators Inc has no ownership interest whatsoever in the subject barge. We used to own a double skin tank barge that hauled diesel fuel. When the customer returned it, (the MOP 190) to us, we did an off-charter survey for damage inspection at SBA shipyard, about 25 years ago. The barge was cleaned of diesel and returned to us at that time.

We are very familiar with SBA shipyard and we knew Mr. Smahaul very well. The barge you are addressing belonged to Mr. Smahaul or SBA shipyard. He would take diesel fuel, crude oil or anything he could get out of a barge he was cleaning to work on, and use it in this small barge for fuel. This is where he produced steam and hot water to clean barges at the yard. You will not find ownership from anyone else, in AMERICA, other than SBA Shipyard. We are 100% certain of it. We can even recall the tour and conversation with Mr. Smahaul, about the boilers steam generators, and how he used the bottoms he cleaned out of tank barges as fuel. He even told us how he dug the slip, pulled the barge in to where you see it now and basically buried it into the ground.

He was a very smart, intuitive marine engineer. We have yet to come across anyone even close to his ability and wisdom in our 60 years of business. It is hard to look at that yard and believe that he built 300,000 barrel tank barges upwards of 700-900' long but he did. If he needed a piece of equipment, he would design something and built it. That is how that boiler barge came to be.

Our blood pressure usually goes up when we see a letter from the EPA. This is the second one in our 60 years of business and both of them involved SBA Shipyard. I am sure as you dig you will discover a long history of environmental problems involving SBA. The most recent was a deal where Mr. Smahaul entered into an agreement with a tire salvage company. The man took money for disposing of tires, lied to Mr. Smahaul about some sort of income he would make if he let him store the discarded tires on his property. Well that turned out to be a huge scam, leaving Mr. Smahaul stuck with thousands of used tires.

Mr. Smahaul passed away several years ago but we are sure you can find locals that worked for him that would be able to tell you what you need to know and confirm the information we have supplied you with.

If we can help you in anyway please call us anytime at 337-232-9248 or email Steve@mopbarge.com

Regards,
Steven H Ortte
Owner/President

August 21, 1996

Mr. William Hodgkins
10636 Linkwood Court
Baton Rouge, La 70810

Dear Mr. Hodgkins,

We are in receipt of a copy of your August 12, 1996 letter to Mr. Chernekopf of the Jones, Walker law firm in New Orleans, La.

In review of the vessel names and respective cargo we noticed one of our vessels (MOP 142) as one being mentioned. We would like to identify this barge and it's cargo as well as it's reason for being at SBA Shipyard.

This barge is a 140 x 40 x 9 "X" ocean going deck barge that has been in inland service, working for Baker Hughes Inteq, since it's purchase in 1984.

This barge has 3 large cement bulk tank on the deck and is used to transport cement to various location along the Gulf Coast.

This barge was dry docked, at SBA shipyard, in February of 1990, to repair leaking and holed knuckles. We gave orders to install 210' of 24" x 5/16 shaped plate over the worn knuckles.

Various other kinds of maintenance was performed to the barge such as the installation of anodes, the replacement of a section of the bow rake plate, and sonic gauging of the bottom plate.


With respect to the removal of any hazardous material or products, we assure you that nothing of the sort was performed at this time.

These portable tanks are owned by Baker Hughes Inteq and are not a part of our agreement with Baker Hughes. Any maintenance to the tanks would be performed by Baker Hughes and certainly would not require a shipyard to do so.

We thank you for keeping us informed with the progress of the clean up and would like to reassure you that we have no exposure whatsoever in this matter.

If you should have any questions concerning the barge, MOP 142, please feel free to contact us anytime. All of the work performed in February of 1990 is clearly explained on the work order #1151.

Sincerely,


Steven H Ortte
President

SHO

DATE: August 22, 1984

NO. 884001

MARINE OPERATORS, INC.
P. O. Box 51694
Lafayette, Louisiana 70505
318/232-9248

BAREBOAT CHARTER CONTRACT

1. MARINE OPERATORS, INC., a Louisiana corporation, herein called LESSOR, does hereby agree to bareboat charter to Chesson Oil Company, hereinafter called CHARTERER, the MOP-190 (FI-20), being a tank barge, whose dimensions are approximately 195 x 35 x 12, more or less.

2. This charter is for a base term of one (1) year commencing on no later than 12/01/84, and shall continue in effect from day to day after the expiration of the base term until the vessel shall be returned to LESSOR in accordance with the provisions hereof. It is understood that LESSOR is acquiring the vessel from others, and this Charter shall be void should the acquisition fail to be completed.

3. Charter hire shall be payable by CHARTERER to LESSOR at the rate of \$125.00 per day or any part thereof.

4. Charter hire shall be due and payable to LESSOR at its place of business in Lafayette, Louisiana, commencing on the effective date of this charter. CHARTERER shall pay all invoices within thirty (30) days of receipt. Interest shall accrue on all unpaid charter hire at the rate of one (1) percent per month, thirty (30) days after date of invoice. In the event of default of punctual payment of charter hire, LESSOR may, without notice, terminate the charter party and withdraw the vessel immediately from the service of CHARTERER. All costs and expenses incident to the use and operation of said vessel shall be for the sole account of CHARTERER, including all sales, rental, franchise, property and/or any other taxes pertinent to this transaction, excepting only those franchise and/or property taxes assessed by the State of Louisiana.

5. CHARTERER accepts delivery of this barge at Houma, Louisiana, and agrees to return the barge to LESSOR at Houma, Louisiana, or such other place as may mutually be agreed upon by LESSOR and CHARTERER at the termination of this charter.

6. Delivery of the barge shall be complete when LESSOR completes an on hire survey, including dry docking, and the barge is delivered to the delivery location specified in Article 5 above. Such on hire survey shall be at the sole expense of LESSOR. Acceptance of delivery by CHARTERER, as hereinabove set out, shall establish conclusively that CHARTERER has inspected or caused to be inspected the barge, and such acceptance of delivery shall serve as a conclusive presumption that the barge is in a good, clean and seaworthy condition, in all respects fit for the service intended except as may be reflected in the survey report: thereafter, CHARTERER shall not be entitled to...

engines should fail because of inherent vice or latent defect. CHARTERER shall not make or allow to be made any structural changes or alterations to the barge without the prior written approval of LESSOR. CHARTERER agrees to reimburse LESSOR for any expenses incurred to return the barge to the same good, clean and seaworthy condition as existed upon delivery. Should any work be required to return the barge to the same condition as existed at delivery, LESSOR shall give CHARTERER prior notification of said work and charter hire shall continue until the date the barge is returned to its condition upon original delivery to CHARTERER. Upon redelivery of the barge, CHARTERER shall cause, at CHARTERER'S expense, an off hire survey, including dry docking, to be performed and shall properly notify LESSOR of the extent, nature and estimated cost of any work required to return the barge to the same condition as existed at delivery, ordinary wear and tear excepted. In the event there is any dispute as to the extent, nature and estimated cost of the required work, CHARTERER shall have the right to require LESSOR to obtain at least two (2) additional shipyard estimates of cost. All costs of the off hire survey shall be borne by LESSOR.

8. CHARTERER specifically agrees to provide, carry and pay for full form Hull Insurance in the amount of \$ 200,000.00 with Protection and Indemnity Insurance in the amount of \$ 100,000.00 ^{1,000,000.00} with deductibles of not more than \$ _____ Hull and \$ _____ P&I. Protection and Indemnity Insurance shall include Water Quality Insurance Syndicate coverage and other necessary and appropriate pollution coverage. Any insurance provided by LESSOR shall exclude coverage for or related to any crew claims of any nature whatsoever, or any claims for personal injury, illness and/or death, no matter by whom such claims are made; such insurance shall also exclude any coverage for or related to loss of or damage to any equipment or material located on board the barge no matter by whom owned; such insurance shall also exclude coverage for any claims arising out of the release of any material that in any way pollutes the waters on which the barge is located. All deductibles shall be paid by CHARTERER, whether the insurance involved is provided by LESSOR or CHARTERER.

9. CHARTERER shall notify LESSOR in writing as soon as possible, but in any event within seventy-two (72) hours of the occurrence of any casualty, accident or claim in any way involving the said barge. In the event of any casualty, loss or damage to or involving this barge where CHARTERER is a named assured in any policy (other than any insurance furnished by LESSOR) then CHARTERER shall consider such insurances to be primary insurance notwithstanding any insurance furnished by LESSOR, and CHARTERER agrees to make claim against said insurances in which CHARTERER is a named assured.

10. CHARTERER hereby covenants, agrees and binds itself, insofar and to the extent that the insurances as provided herein do not cover, or are not available or sufficient to cover, the responsibility or liability, alleged or actual, of LESSOR to protect, defend, hold harmless and indemnify LESSOR of and from any and all types, nature and character of claims, suits or demands for loss, damage or injury of any nature whatsoever alleged to result from or to be in any way connected with or related to the said barge and/or its use, service or operation, whether or not alleged to be caused in whole or in part by, contributed to, or in any way connected with, allegations of fault, negligence or wrongful acts or omissions on the part of the LESSOR or of the CHARTERER, or any other party, and/or unseaworthiness or defect of said barge, whether existing at the time of delivery hereunder or not; the foregoing includes, but is not limited to, any and all claims which may arise for pollution, control of any wild or uncontrolled well, loss of hole, underground damage, including claims for injury to, destruction of, or loss or impairment of any property right in or to oil, gas, or other mineral substance or water, if at the time of the act or omission

18. LESSOR agrees to paint the entire barge prior to delivery. LESSOR also agrees to have all U.S. Coast Guard requirements up to date and current at time of delivery.

IN WITNESS WHEREOF, the parties hereto have executed this Charter Party at

Slack Charles, Louisiana, this 31st day of October, 1984.

WITNESSES:

MARINE OPERATORS, INC.

Gary Hayes
M. Pinkerton

BY: Alan H. Pitter
LESSOR

WITNESSES:

Gary Hayes
M. Pinkerton

Chesson Oil Co., inc
BY: Chesson
CHARTERER



INVOICE

TAX INDENT NO. 72-064-5708

TELEX 784056

BACHRACH & WOOD ASSOCIATES, INC.
MARINE SURVEYORS

POST OFFICE BOX 7415 • METAIRIE, LOUISIANA 70010-7415 • 504-837-6800

December 4, 1984

Marine Operators, Incorporated
Attention: Mr. Steve Ortte
Post Office Box 51694
Lafayette, Louisiana 70505

*on charter
Certified at Reading
offshore oil co.*

INVOICE & SURVEY NO. 84-839

TANK BARGE "FT 20" ("MOP-190") - **On Charter Survey** as of November 30,
1984.

Owners : Marine Operators, Incorporated
Prospective Charterers: Chesson Oil Company, Incorporated

EXPENSES:

Pro-Rata Portion Auto Travel	\$ 10.00
Photocopies	<u>2.40</u>

TOTAL EXPENSES \$ 12.40

SURVEY FEE:

External Survey (195' Barge)	\$ 250.00
Internal Survey (13 Compartments)	<u>130.00</u>

TOTAL SURVEY FEE \$ 380.00

TOTAL INVOICE AMOUNT \$ 392.40

COPY

TERMS: NET UPON RECEIPT OF INVOICE.

WHEN REMITTING FOR OUR BILLINGS, PLEASE RETURN A COPY OF OUR INVOICE WITH REMITTANCE CHECK OR SHOW

SURVEY REPORT

WRIGHT MARINE SURVEYING, INC.

P.O. BOX 1673 ★ ★ ★ ★ ★ 1671 FRONT STREET ★ ★ ★ ★ ★ MORGAN CITY, LOUISIANA 70381-1673
PHONE (504) 384-5504 ★ ★ ★ MORGAN CITY, LA. ★ ★ ★ ★ ★ (504) 821-4387 NEW ORLEANS, LA.

November 20, 1985

Inspection - Ascertain
Condition For Off Charter
Purposes As Of November 18,
1985.

SURVEY REPORT NO. 135415

TANK BARGE "MOP 190"

THIS IS TO CERTIFY that the undernamed Marine Surveyor did on November 18, 1985, at the request of Chesson Oil Company, and for the account of whom it may concern, survey the double skin tank barge "MOP 190", 528103 official number, 795 gross tons, Marine Operators, Inc., owners, Chesson Oil Company, Inc., recent charterers, while barge was lying hauled at S.B.A. Shipyard at Mermentau, Louisiana, in order to ascertain the general condition of the barge for Off Charter Purposes as of November 18, 1985.

For a complete description of the barge at time of On Charter, attention is invited to Bachrach & Wood Associates, Inc.'s Survey Report No. 84-839 performed November 30, 1984.

With a copy of said survey in hand, the undersigned conducted a survey of the barge and found the barge to be in essentially the same condition that existed at time of On Charter, with the following exceptions:

- ①. Port bilge knuckle was found set in approximately 0 to 4" in an area located in line with the No. 4 kevel over an approximate 6'6" length in way of the radius of said knuckle.
- ②. Starboard bilge knuckle was found set in approximately 0 to 2" in an area located from the No. 4 compartment's forward bulkhead extending forward approximately 8' in way of the radius of the bilge knuckle.
- ③. Starboard No. 4 compartment's side plating was found set in approximately 0 to 2-1/2" from the bilge knuckle extending up approximately 4' and from the No. 4 compartment's forward bulkhead extending aft approximately 14'. Two (2) side longitudinals and one (1) transverse truss side chords in way of the above were found bent and distorted to conform.

It is the opinion of the undersigned that the above items were sustained during the recent charter period.

It should also be noted that in way of the bow rake compartment, approximately thirteen (13) bottom longitudinal frames were found heavily twisted with brackets being distorted from the transverse bulkhead extending forward approximately 7'.

SURVEY REPORT NO. 135415

It should be noted that at time of On Charter, bottom plating in way of the above bottom longitudinals was heavily set up approximately 0 to 1-1/2" from the turn of the rake going forward approximately 6' by generally the full width of the barge.

It should also be noted that internally in the bow rake compartment, barge had approximately 10" of water in way of the aftermost portion of said compartment.

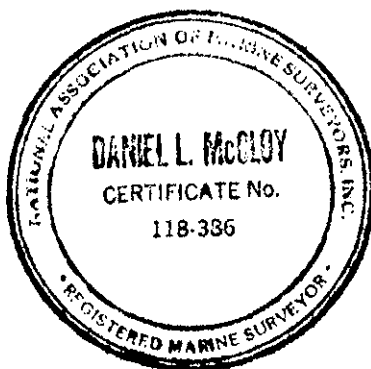
Taking the above into consideration, it is the opinion of the undersigned that the bottom longitudinals could have been distorted to conform with the bottom plating which existed and could have gone undetected due to same being covered with water.

It is further the opinion of the undersigned, that same could have been intact and undamaged; however, with water evident and existing, the undersigned has no means of telling whether this damage existed or did not exist.

Survey made, signed, and submitted without prejudice to rights and/or interests of whom it may concern.

Attending Surveyor:

Dan McCloy



WRIGHT MARINE SURVEYING, INC.

Dan McCloy
Dan McCloy, Surveyor

DMC:1mt

COPIES SENT: 2 copies of report and invoice to Chesson Oil Company,
Mr. Keith Deal



TAX IDENT. NO. 72-064-5708
TELEX 784056

BACHRACH & WOOD ASSOCIATES, INC.
MARINE SURVEYORS

P.O. BOX 7415 • METAIRIE, LA. 70010-7415 P.O. BOX 1967 • MORGAN CITY, LA. 70381-1967
504-837-6800 504-384-2055

December 4, 1984

On Charter Survey

as of
November 30, 1984

SURVEY REPORT NO. 84-839

TANK BARGE "FT 20" ("MOP-190")

THIS IS TO CERTIFY that the undersigned Marine Surveyor did on November 30, 1984, at the request of Marine Operators, Incorporated, and for the account of whom it may concern, survey the double skinned tank barge "FT 20" ("MOP-190") - (528103 official number, of 795 gross and net tons; Marine Operators, Incorporated - owners; Chesson Oil Company, Incorporated - prospective charterers), while subject vessel was lying afloat and hauled out in an unladen condition at the facilities of Equitable Shipyards, Incorporated on the Industrial Canal at New Orleans, Louisiana, in order to ascertain the general condition of the vessel for on charter purposes as of November 30, 1984.

Note: All sizes, measurements, distances, capacities, et cetera, mentioned below are approximate, unless otherwise specified.

BRIEF DESCRIPTION:

The vessel was built of all welded steel construction at Neville Island, Pennsylvania during 1970.

Registered dimensions: Length - 195.1', breadth - 35.1', depth - 10.6'.

This vessel is a typical double skinned tank barge with a raised compartment.

Two (2) longitudinal and five (5) transverse bulkheads divide the hull into a total of seven (7) watertight compartments consisting of one (1) bow rake compartment, one (1) stern transom compartment, four (4) main hull compartments laid out in wing tank form, and a main cargo compart-

SURVEY REPORT NO. 84-839BRIEF DESCRIPTION: (continued)

ment which is further subdivided by two (2) transverse bulkheads into three (3) separate watertight tanks.

Access to each main hull compartment is made through a flush deck type manhole with a quarter turn-to-lock cover. Access to the three (3) cargo tanks is made through a 4-dog Dravo hinged type cover on top of a 36" diameter x 12" high expansion trunk.

The hull is not fitted with rub rail fenders, but is fitted with rub pads in way of the outboard ends of bulkheads immediately above the bilge knuckles.

Deck fittings consist of the following:

Two (2) 10" diameter timberheads are located near each corner of the barge hull.

Two (2) 48" cast steel kevels are located to port and starboard, both forward and aft, with an additional 48" cast steel kevel located on the center line, both forward and aft.

Three (3) 48" cast steel kevels are ranged down both port and starboard sides.

Cargo fittings consist of the following:

The main cargo area is covered with a 40" high externally framed tank top. The tank top is fitted with a 25" wide expanded metal walkway grating running from the bow to the stern on the port side, and a 2-1/2" diameter steam line running from the bow to the stern on the starboard side. Each of the three (3) cargo tanks is fitted with an expansion trunk (as noted above). Each expansion trunk additionally has a 3" pressure vacuum valve and a valve wheel. Each tank has a 6" diameter ullage pipe complete with screen; and two (2) 18" diameter, 18-bolt Butterworth openings on 12" high coamings. An 8" header is located transversely across the bow of the barge with drip pans with returns located at each outboard end.

The main cargo pump is a General Motors, model 4-71, hydraulic starting and radiator cooled diesel engine with a Cotta power take-off to a Blackmer, model HXLS8C, pump. A fuel oil tank, complete with a vent and a shut-off valve, is located adjacent. A warning sign and an emergency shut-off is located on the center line amidships.

Reportedly, the barge has received a United States Coast Guard Temporary Certificate of Inspection issued in August 1984 which certifies the barge to carry 10,500 barrels of Grade "A" cargo over the waters of lakes, bays, and sounds.

SURVEY REPORT NO. 84-839EXTERNAL CONDITION:Bottom:

Bottom plating set up 0 to 1/4", measuring 3' x the full width of the barge, located immediately aft of the No. 2 main hull compartment forward bulkhead.

Bottom plating set up 0 to 1/4" over an area of 2' x 4', located 8' inboard from the starboard side and 10' aft of the No. 2 main hull compartment forward bulkhead.

Bottom/rake plating set up 0 to 1-1/2" over an area of 6' x the full width of the barge at the turn of the rake.

Bow Rake:

Bow rake plating shows light vertical washboarding of 0 to 3/4" in depth for the full width of the barge in two (2) bands, the first running from the headlog downward 10' and the second running from the light waterline upward 2'.

Bow rake plating sharply set in 0 to 1-1/2" over an area of 1' in diameter, located 5' below the headlog and 1' inboard from the starboard rake knuckle.

Bow rake plating set up 0 to 1-1/2" in a vertical crease measuring 18" wide x 8' high, running from in way of the light waterline upward 6'.

Headlog:

Headlog plating generally lightly wavy and lightly distorted 0 to 1/2" in depth.

Port wrapper plate distorted 0 to 3/4" in depth.

Headlog plating set in 0 to 1-1/4" over an area of 1' x 3' along the lower edge of the plate between the port wrapper plate and the port pushknee.

Headlog plating set in 0 to 1-1/2" over an area of 1' x 3' along the lower edge of the plate, located 18" inboard from the port pushknee.

Headlog plating set in 0 to 3/4" over an area of 1' x 1' at the deck edge on the center line.

SURVEY REPORT NO. 84-839EXTERNAL CONDITION: (continued)Headlog: (continued)

Headlog plating set in 0 to 1", running from the deck elevation down and from the starboard side inboard 4'.

Starboard wrapper plate set in 0 to 1-3/4" over its full height in way of its outboard face.

Starboard Side:

Side plating generally distorted and lightly washboarded 0 to 1" in depth longitudinally between frames and vertically between bulkheads.

Side plating set in 0 to 1-1/2", running from the deck elevation down 6' x a length of 24', running from the No. 1 main hull compartment after bulkhead forward.

Side plating set in 0 to 2", running from the deck elevation down for a length of 24', running from the No. 2 side kevel forward.

Side plating set in 0 to 1-1/2", running from the deck elevation down 4' x a length of 6' in way of the after end of the No. 3 starboard manhole.

Side plating set in 0 to 3", running from the deck elevation down for a length of 24', running from the No. 3 main hull compartment forward bulkhead aft with a sharp indent measuring 18" in diameter located 3' below the deck elevation in way of the forward end of this indent.

Side plating set in 0 to 1-1/2" in a horizontal crease, running from the transom forward to the No. 3 starboard kevel, with the adjacent deck plating lightly set up.

Transom:

Transom plating shows general distortion of 0 to 1" in depth.

Transom plating set in 0 to 4", including the starboard vertical transom knuckle, running from the deck elevation down and from the knuckle inboard 12'.

Transom plating set in 0 to 3", running from the deck elevation down and from the port vertical transom knuckle inboard 12'.

SURVEY REPORT NO. 84-839

EXTERNAL CONDITION: (continued)

Port Side:

Side plating generally distorted and wavy 0 to 1-1/2" in depth.

Side plating set in 0 to 2", running from the bilge knuckle upward 5' and for a length of 10', located in way of the No. 3 port kevel.

Side plating set in 0 to 2", running from the deck elevation down 4' x a length of 24' in way of the No. 3 port manhole forward, with the adjacent deck plating in way of the after end of this damage set up 0 to 3/4" for a length of 4'.

Side plating set in 0 to 2", running from the deck elevation down for a length of 10' in way of the No. 2 port kevel.

Gunwale set in 0 to 2" over an area of 18" x 2', located 12' forward of the No. 2 kevel.

Side plating set in 0 to 2-1/2" over an area of 3' x 8', located 4' below the deck elevation and 15' aft of the No. 1 manhole.

Side plating set in 0 to 2", running from the bilge knuckle upward 5' x a length of 10', located 10' forward of the No. 1 manhole.

Deck and Deck Fittings:

Deck plating appeared to be in good condition.

Deck fittings appeared to be in good condition.

Cargo Equipment:

Main pump engine appeared to be recently painted and had 819.72 hours on its meter.

Blackmer pump appeared to be in satisfactory condition.

Cargo headers appeared to be complete with all bolts.

All expansion trunks appeared to be complete.

All ullage openings were complete with screens.

SURVEY REPORT NO. 84-839

INTERNAL CONDITION:

Bow Rake Compartment:

Note: Compartment contained 0 to 10" of water.

Transverse headlog stiffener distorted, running from the port side inboard 10', with the rake plating adjacent to the port pushknee crimped.

Rake longitudinals Nos. 1 through 3 distorted in bays Nos. 1 and 2, with lower chord No. 1 in way crimped.

Port side frame No. 1 heavily distorted in bays Nos. 2 and 3.

Port outboard chord No. 1 crimped at side frame No. 2.

Port outboard chord No. 2 moderately to heavily tripped over the uppermost one-half of its height.

Port after bulkhead bracket No. 4 bent with the adjacent side frame twisted.

Port after bulkhead crimped over the lowermost 4' of its height.

Transverse headlog stiffener distorted on barge center line.

Starboard wrapper plate shelf bracket distorted.

Starboard side frame No. 1 wavy in bays Nos. 2 through 4.

Starboard side frame No. 2 bowed in bays Nos. 2 and 3.

Starboard after bulkhead brackets Nos. 1 and 5 bent.

Rake longitudinal No. 13 bowed in bay No. 3.

Rake longitudinal No. 14 bowed in bay No. 2.

No. 1 Main Hull Compartment (Starboard Side):

Note: Compartment contained traces of water.

All side frames generally lightly bowed in all bays to conform to external washboarding.

Transverse floor frame No. 6 crimped at outboard chord No. 2.

SURVEY REPORT NO. 84-839

INTERNAL CONDITION: (continued)

No. 1 Main Hull Compartment (Starboard Side): (continued)

After bulkhead brackets Nos. 1 through 3 bent with the after bulkhead lightly crimped at side frames Nos. 4 and 5.

No. 2 Main Hull Compartment (Starboard Side):

Note: Compartment contained traces of water.

All side frames generally lightly bowed in all bays to conform to external washboarding.

Forward bulkhead brackets Nos. 2 and 6 bent.

Forward bulkhead crimped at side frames Nos. 5 and 6.

Outboard chords Nos. 1 and 2 tripped over the lowermost one-half of their height with the adjacent lower chords bent.

Side frame No. 2 crimped and clipped at outboard chord No. 4.

Outboard chord No. 5 crimped at side frames Nos. 2 and 5.

After bulkhead brackets Nos. 1 through 5 heavily bent.

No. 3 Main Hull Compartment (Starboard Side):

Note: Compartment contained traces of water.

All side frames generally lightly bowed in all bays to conform to external washboarding.

Forward bulkhead brackets Nos. 2, 6, and 7 very lightly bent.

Side frames Nos. 1, 6, and 7 crimped at outboard chord No. 1 with the outboard chord crimped at side frame No. 6.

Side frame No. 2 heavily bowed in bay No. 2.

Outboard chords Nos. 2 and 3 lightly tripped at bottom with the adjacent lower chords bent.

SURVEY REPORT NO. 84-839

INTERNAL CONDITION: (continued)

No. 3 Main Hull Compartment (Starboard Side): (continued)

Outboard chord No. 3 crimped at side frame No. 2.

Side frames Nos. 1 and 2 heavily bowed in bay No. 4.

Outboard chord No. 5 heavily crimped at side frame No. 2.

After bulkhead brackets Nos. 2 through 7 bent (Nos. 2 through 4 heavily).

No. 4 Main Hull Compartment (Starboard Side):

Note: Compartment contained traces of water.

All side frames generally lightly bowed in all bays to conform to external washboarding.

Forward bulkhead brackets Nos. 2, 3, 4, 7, and 8 bent.

Side frame No. 7 moderately to heavily bowed in bay No. 1.

Side frames Nos. 1, 2, 5, and 7 crimped at outboard chord No. 1 with the outboard chord crimped at side frame No. 5.

Transverse floor frames Nos. 4 and 5 bent at their outboard ends.

Side frames Nos. 1, 2, 5, 6, and 7 crimped at outboard chord No. 2.

All side frames lightly crimped at outboard chord No. 4 with the No. 7 side frame clipped.

Side frames Nos. 1, 2, 3, and 7 crimped at outboard chord No. 5 with the No. 1 side frame slugged and the No. 7 side frame clipped.

After bulkhead brackets Nos. 1 and 5 bent.

Side frame No. 1 moderately to heavily bowed in bay No. 6.

Transom Compartment:

Note: Compartment contained traces of water.

All side frames and all transverse transom stiffeners bowed to conform to external damage.

SURVEY REPORT NO. 84-839

INTERNAL CONDITION: (continued)

Transom Compartment: (continued)

Transverse transom stiffeners Nos. 1 through 5 crimped at vertical transom stiffeners Nos. 1 and 5 (counting from port).

Transverse transom stiffeners Nos. 1 through 6 crimped at vertical transom stiffeners Nos. 2 and 4 (counting from port).

Transverse transom stiffeners Nos. 3 through 5 crimped at vertical transom stiffener No. 3 (counting from port).

Starboard aft vertical knuckle gusset No. 1 bent.

Starboard side frame No. 6 tripped.

No. 4 Main Hull Compartment (Port Side):

Note: Compartment contained traces of water.

All side frames generally lightly bowed in all bays to conform to external washboarding.

Forward bulkhead brackets Nos. 1 through 3 bent.

Outboard chord No. 1 crimped at side frame No. 2.

Side frames Nos. 1 through 7 crimped at outboard chords Nos. 2 through 5.

After bulkhead brackets Nos. 1 and 2 bent.

No. 3 Main Hull Compartment (Port Side):

Note: Compartment contained traces of water.

All side frames generally lightly bowed in all bays to conform to external washboarding.

Forward bulkhead bracket No. 5 bent with the adjacent bulkhead crimped.

Side frames Nos. 1, 2, 3, and 7 crimped at outboard chord No. 1 with side frame No. 1 clipped.

Side frames Nos. 1, 2, 3, 5, 6, and 7 crimped at outboard chord No. 2 with the lower chord lightly bent.

SURVEY REPORT NO. 84-839

INTERNAL CONDITION: (continued)

No. 3 Main Hull Compartment (Port Side): (continued)

Side frames Nos. 1 through 3 heavily bowed in bay No. 3.

Side frames Nos. 1, 2, 3, and 7 crimped at outboard chord No. 3.

Side frames Nos. 1 through 3 crimped at outboard chord No. 4 with the lower chord lightly bent and the outboard chord twisted at its top.

Side frames Nos. 1, 4, 5, 6, and 7 crimped at outboard chord No. 5 with the lower chord lightly bent and the No. 7 side frame clipped.

No. 2 Main Hull Compartment (Port Side):

Note: Compartment contained traces of water.

All side frames generally lightly bowed in all bays to conform to external washboarding.

Side frame No. 7 bent at its forward end.

Outboard chord No. 1 lightly tripped at bottom with the lower chord moderately bent.

Side frame No. 3 heavily bowed in bay No. 2.

Side frames Nos. 1, 2, 3, and 7 crimped at outboard chord No. 2 with side frame No. 7 clipped.

Side frames Nos. 1 and 7 crimped at outboard chord No. 3 with side frame No. 7 clipped.

Side frames Nos. 1 and 2 moderately bowed in bay No. 4.

Side frames Nos. 1, 2, 5, 6, and 7 crimped at outboard chord No. 4 with side frames Nos. 6 and 7 clipped.

Side frames Nos. 1, 2, 5, 6, and 7 crimped at outboard chord No. 5 with the outboard chord crimped at side frames Nos. 2 and 5.

Forward bulkhead crimped at side frames Nos. 2, 3, 4, 5, 6, and 7 with forward bulkhead bracket No. 6 bent.

SURVEY REPORT NO. 84-839

INTERNAL CONDITION: (continued)

No. 1 Main Hull Compartment (Port Side):

Note: Compartment contained traces of water.

All side frames generally lightly bowed in all bays to conform to external washboarding.

Forward bulkhead brackets Nos. 1 and 2 bent.

Side frames Nos. 1 and 2 crimped at outboard chord No. 1 with the outboard chord crimped at side frame No. 2.

Side frames Nos. 1, 6, and 7 crimped at outboard chord No. 2.

Side frames Nos. 2, 3, 5, and 6 crimped at outboard chord No. 3 with the outboard chord crimped at side frames Nos. 5 and 6 and the adjacent lower chord moderately bowed.

Floor frames Nos. 10 and 11 bent at their outboard ends.

Side frames Nos. 6 and 7 crimped at outboard chord No. 4 with side frame No. 7 clipped and the outboard chord crimped at side frame No. 5.

Truss No. 5 horizontal distorted.

Forward bulkhead brackets Nos. 2 through 7 heavily bent with the adjacent bulkhead crimped for the full height.

Nos. 1, 2, and 3 Cargo Tanks:

All cargo tanks were dry and clear of any past cargo residue. All reach rods, valves, and piping appeared to be in satisfactory condition.

SURVEYOR'S NOTES:

At time of survey, the barge had had the lower 5' of sides, rake, transom, and the entire bottom sandblasted, primed, and painted with a coal tar epoxy. The barge had just been shifted onto drydock blocks to enable the areas under the blocks to be sandblasted, primed, and painted. While this survey was being conducted, the topsides were being sandblasted and the aftermost one-third of the cargo tank cover had apparently been sandblasted and primed.

SURVEY REPORT NO. 84-839

Survey made, signed, and submitted without prejudice to rights and/or interests of whom it may concern.

Attending Surveyor:


N. F. Laskay

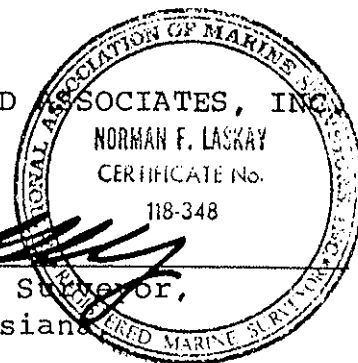
BACHRACH & WOOD ASSOCIATES, INC.

NORMAN F. LASKAY

CERTIFICATE No.

118-348


N. F. Laskay - Surveyor,
Metairie, Louisiana



NFL:acc

Distribution:

- (3) Reports & (2) Invoices:
Marine Operators, Incorporated
Attention: Mr. Steve Ortte
Post Office Box 51694
Lafayette, Louisiana 70505

DEPARTMENT OF TRANSPORTATION U.S. Coast Guard CG-1340 (Rev. 5-82)	BILL OF SALE	OMB APPROVED 2115-0110
1. VESSEL NAME MOP 190		2. OFFICIAL NUMBER ^{1/} 528103
3. NAME(S) OF SELLER(S) AND INTEREST OWNED BY EACH Marine Operators, Inc. - 100% P. O. Box 51694 Lafayette, LA 70505		
4. NAME(S) OF BUYER(S) AND INTEREST TRANSFERRED TO EACH Mobil Oil Exploration & Producing Southeast, Inc. - 100% P. O. Box 51108 Lafayette, LA 70505		
5. CONSIDERATION RECEIVED \$150,000.00		
6. I (we) do hereby sell to the buyer(s) named above, my (our) right, title, and interest in the vessel together with the following necessaries and appurtenances: ALL This sale is made to the buyers in the proportion specified, subject to the following warranties and conditions: See Attached.		
7. SIGNATURE(S) OF SELLER(S)		8. DATE
9. CAPACITY Vice President and General Manager of Marine Operators, Inc.		
10. ACKNOWLEDGEMENT <i>(Insert such acknowledgement language as is required by state law.)</i> See back side. The acknowledgement may not be taken by an officer or employee of the Coast Guard.		
^{1/} If vessel has never been awarded an official number, complete those items of vessel data on reverse of form as are known.		

This sale is made to the buyers in the proportion specified, subject to the following warranties and conditions:

Marine Operators, Inc. specifically warrants and guarantees that the vessel is being sold free and clear of any and all liens and mortgages, and with full guarantee of title and interest in and to said vessel, and seller agrees to hold buyer harmless of and from any liens and/or encumbrances which may bear upon said vessel as of this date. It is specifically understood and agreed between buyer and seller that the sale of said vessel is being made "as is, where is" and with no warranty whatsoever (except as to title as herein specifically set forth) including but not limited to condition, fitness for intended purpose or seaworthiness, which warranty is expressly waived by buyer. However, said sale is made with full warranty of title and seller agrees to indemnify, save harmless and defend buyer and the vessel from and against any and all liens, mortgages and encumbrances existing on or against said vessel, provided such encumbrances existed at the time of the sale.

May 21, 1996

Mr. William E. Hodgkins
Schwab & Walter
10636 Linkwood Court
Baton Rouge, Louisiana 70810-2854

Dear Mr. Hodgkins,

We are writing to express our concerns over your total disregard to Chesson Oil's responsibility in the SBA remediation matter.

We strongly suggest that you review SBA records again. You were informed, on 3/12/96, that we were not the responsible party in this matter. Again, on 4/3/96, at your request, we produced records proving that Chesson Oil was the responsible party in this matter and we demand that you produce any records that would indicate otherwise.

You were informed that Chesson Oil paid for all of the work performed on this barge. We strongly suggest you check all records that would indicate who actually paid the invoices for work performed because Marine Operators Inc., has no record of such payments.

Marine Operators may have been the owner of the vessel at the time, however we maintain that Chesson Oil is the responsible party.

Finally, we will mention that it is in Schwab & Walter's best interest to pursue the information and request that we have provided and be absolutely certain that they are correct in continuing to involve Marine Operators Inc. in these proceedings.

Sincerely,

Steven H Ortte
President

sho

Sent 3-12-96

March 12, 1996

Gerald L. Walter, Jr.
Schwab & Walter
Attorneys at Law
10636 Linkwood Court
Baton Rouge, La. 70810-2854

Dear Mr. Walter:

We are in receipt of your letter dated March 8, 1996, concerning the hydrocarbons that were deposited on the grounds of SBA shipyard.

First of all, Mr. Walter, we will state that we are fully aware of the hydrocarbons deposited on the ground at SBA Shipyard. We, personally, warned Mr. Smahal of the consequences of his poor care for the environment. We witnessed 100,000 barrel barges being cleaned for over 1 month and all of the tank bottoms (crude) were deposited on the ground.

We recently, (2 months ago) had a discussion with an individual about the tires that Mr. Smahal has stored on his property. It is our understanding that Mr. Smahal has been suckered into a "BAD" deal related to disposing of tires. We found this news very unfortunate, but informed this individual that Mr. Smahal's problems had just begun when it came to cleaning up his property due to the very large amount of tank bottoms he had been depositing on the ground.

The barge MOP 190 was under charter at the time it was moored at SBA shipyard. This 10,000 bbl double skin barge was empty and it was degassed by SBA in order to drydock and repair damage sustained to the vessel during it's charter period. We also know that the diesel waste out of this barge went directly to the hot water wash plant where it was to be separated from the water and used as fuel to heat more wash water. Mr. Smahal gave us a tour of the wash barge at that time. We can specifically remember him telling us that "crude oil bottoms were just as good as asphalt when it came to his parking lot or the grounds around his facility". Driving around the facility one would certainly agree.

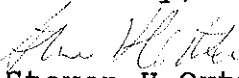
The MOP 190 was a Dravo 10,000 double skin tank barge. When a Dravo barge such as this is offloaded, the remaining diesel amounts to about 5 barrels at the most. Diesel as we all know, is a refined product which evaporates quite rapidly and does not hang around such as the likes of crude or whatever else he may have deposited on the ground.

Given the fact that the diesel did not belong to us, given the fact that our exposure is probably the smallest, by far, of any our past customer, given the fact that we no longer own this barge, given the fact that we could and would testify on behalf of the EPA, given the fact that the past charterer of the barge is bankrupt and now a convicted felon, given the fact that we did not pay the repair bill because we were not the responsible party in this case, we strongly suggest you quit wasting our time as well as your own.

It is really sad that lawyers such as yourself should resort to such poor tactics to "HELP OUT" such negligent customers as SBA shipyard. We personally gave SBA shipyard the opportunity to quote on several jobs for us. SBA has done business for us in the past and we were always very pleased with both the quality of the work and the price. Mr. Smahal has always been very competitive with his prices and we tried very hard to use his facility on several occasions, however transportation cost always prohibited us from doing so.

In times such as these when the Marine Transportation Industry is on the verge of a new construction boom, it is always very prudent to keep in touch with old customers, and welcome any repair work one can get. We are sorry to say, due to your ridiculous request, we will not consider SBA or the affiliated LEVAC Shipyard for any of our work again.
NEVER!!

Sincerely,


Steven H Ortte
President

sho